ETAS ID: TM461240

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TCW Asset Management Company LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Nice-Pak Products, Inc.	
Street Address:	Two Nice-Pak Park	
City:	Orangeburg	
State/Country:	NEW YORK	
Postal Code:	10962	
Entity Type:	Corporation: NEW YORK	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2306502	THERMO-SAN

CORRESPONDENCE DATA

Fax Number: 8602758299

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 860-275-8285 ischeib@rc.com Email: Jacqueline P. Scheib **Correspondent Name:** Address Line 1: 280 Trumbull Street Address Line 2: Robinson &Cole LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER: Jacqueline P. Scheib	
SIGNATURE:	/Jacqueline P. Scheib/
DATE SIGNED:	02/07/2018

Total Attachments: 3

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> **TRADEMARK** REEL: 006269 FRAME: 0461

RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Release"), dated as of February 2, 2018 is made by TCW ASSET MANAGEMENT COMPANY LLC, a Delaware limited liability company (f/k/a TCW ASSET MANAGEMENT COMPANY, a California corporation), as administrative agent (the "Agent") under the Security Agreement (as defined below) in favor of NICE-PAK PRODUCTS, INC., a New York corporation (the "Obligor").

WHEREAS, pursuant to the terms and conditions of that certain Term Loan and Security Agreement (the "Security Agreement"), dated as of June 12, 2015 (as amended, modified, extended, restated, replaced or supplemented from time to time) by and among, among others, the Obligor and Agent, the Obligor and Agent entered into that certain Notice of Grant of Security Interest in Trademarks, dated as of June 12, 2015 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement included, as part of the collateral, U.S. Trademark Registration No. 2,306,502 for the mark THERMO-SAN (the "Trademark") and the grant in security in favor of Agent was recorded with the U.S. Patent and Trademark Office on July 2, 2015, at Reel 5567, Frame 0760;

WHEREAS, prior to entering into the Security Agreement and the Trademark Security Agreement Obligor, on June 18, 2007, assigned all right, title and interest in the Trademark to Professional Disposables International, Inc. and such assignment was recorded with the U.S. Patent and Trademark Office on July 30, 2007 at Reel 3591, Frame 0615; and

WHEREAS, Agent agrees to terminate all security interests solely in respect of the Trademark, and to execute and deliver to Obligor, at Obligor's expense, all deeds, assignments and other instruments as may be reasonably necessary to release the security interests solely relating to the Trademark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

- 1. <u>Release of Security Interest</u>. The Agent hereby terminates the Trademark Security Agreement solely in respect of the Trademark and terminates, releases, and discharges any and all security interests that it has in the Trademark pursuant to the Trademark Security Agreement, and reassigns to the Obligor any and all right, title and interest that it may have in or to the Trademark. Except as otherwise provided herein, the Trademark Security Agreement remains in full force and effect.
- 2. <u>Further Assurances</u>. The Agent agrees, at the Obligor's expense, to take all further actions, and provide to the Obligor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Obligor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

17642121-v2 8502072v2 3. <u>Governing Law</u>. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in the Trademark to be executed by its duly authorized signatory as of the date first written above.

> TCW ASSET MANAGEMENT COMPANY LLC, as Agent

By:_

Name:

Suzanne Grosso Title: Managing Director

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